

Exhibit D

Form of Release

RELEASE AND COVENANT NOT TO SUE

1. I, _____ the undersigned Releasing Party ("Releasing Party"), am either (i) a plaintiff in a lawsuit against the National Hockey League alleging, among other things, head trauma and concussion and/or sub-concussive related injuries that was either filed in, removed to, or transferred to the U. S. District Court for the District of Minnesota ("Court") and was pending in the Court as of October 1, 2018, along with other related cases, or filed in state court (collectively the "Litigation"), or (ii) a former professional ice hockey player who had retained one or more of the Plaintiffs' Counsel in connection with claims against the National Hockey League for Alleged Injuries, Conditions, and Risks (defined below) that remain unfiled in any court.

Definitions

2. "Alleged Injuries, Conditions, and Risks" means: (i) mild, acute, and/or repetitive or cumulative head trauma or head injuries, including but not limited to concussions and/or sub-concussive impacts to the head, and/or brain injuries of any kind or nature; (ii) acute and/or repetitive or cumulative head and/or brain injuries or impairment; (iii) related symptoms, conditions, and/or syndromes allegedly arising from or relating to (i) and/or (ii) above, including without limitation, headaches, dizziness, irritability, motion sickness, memory loss, inability to concentrate, disorientation and balance problems, nausea, sensitivity to light, pressure in head, mood swings, change of personality, anxiety, stress, sleeping problems, depression, fatigue, weakness, fainting sensations, blurred vision, tinnitus or ringing in ears, post-traumatic headaches, seizures, cognitive deficits or impairments, sleep deprivation, alcoholism or alcohol abuse, drug addiction or drug abuse; (iv) the current development and manifestation of and/or the risk of the future development and manifestation of the related symptoms, conditions or syndromes in (iii) above, latent neurodegenerative, psychological, or neurocognitive diseases, syndromes or conditions, including but not limited to, post-concussion syndrome, persistent post-concussion syndrome, later onset post-concussion syndrome, dementia, frontotemporal dementia, lewy body dementia, amyotrophic lateral sclerosis ("ALS"), Parkinson's disease, Alzheimer's disease, tic disorders, seizure disorders, chronic traumatic encephalopathy ("CTE"), traumatic encephalopathy syndrome ("TES"), white and/or gray matter loss, and/or neuronal protein degradation or injury, as well as any cognitive, mood, personality, substance abuse, or behavioral conditions; (v) death; and/or (vi) any other injuries, conditions, and risks that Plaintiffs, individually or collectively, are alleging in the Litigation and the Unfiled Claimants are alleging on an unfiled basis.
3. "Governmental Authority" means: (i) the United States federal government, or any state, the District of Columbia, territory, or possession of the United States, or other political subdivision within the United States, and (ii) any department or agency of a government referenced in (i) above.
4. "Lien" means any known, actual, or asserted lien, subrogation right, third-party interest or adverse claim, whether statutory or otherwise, in relation to Medicare or Medicaid, any

Governmental Authority, third-party provider/payor, bankruptcy trustee, or any lawyer or law firm related to Alleged Injuries, Conditions, and Risks of any Settling Person.

5. “Member Clubs of the NHL” or “Member Club” means: (i) any past or present member club of the National Hockey League, (ii) any past or present American Hockey League (“AHL”) club ever owned by or affiliated with any member club of the National Hockey League, and (iii) any past or present East Coast Hockey League (“ECHL”) club ever owned by or affiliated with any member club of the National Hockey League.
6. “NHL Entities” means the National Hockey League, NHL Board of Governors, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises, Inc., National Hockey League Enterprises Canada, Inc., NHL Enterprises B.V., Intra-Continental Ensurers, Limited, NHL Interactive CyberEnterprises, LLC, NHL Network US, L.P., NHL Network US, Inc., NHL WCH 16, LP, NHL WCH 16, Inc., NHL WCH 16 Canada Holdco, Inc., NHL WCH 16 US, LP, NHL WCH 16 US GP, LLC, NHL WCH 16 US Holdco, LLC, any entity that may be formed by the Member Clubs of the NHL generally after the date of this Agreement, and each of their respective subsidiaries and other such past, present or future affiliates (all of the foregoing entities, including the NHL but excluding the Member Clubs of the NHL, are the “NHL Entities”).
7. “Released Person” or “Released Persons” means: (i) the National Hockey League, (ii) the NHL Board of Governors, (iii) NHL Enterprises, Inc. (iv) each of the other NHL Entities (as defined below), (v) each of the Member Clubs of the NHL (as defined below), (vi) any future, re-located or expansion member clubs of the National Hockey League, (vii) any past or present medical directors, physicians, neuropsychologists, athletic trainers, athletic therapists, healthcare professionals, hospitals or other health care facilities or providers connected with the supervision, care, treatment, testing or evaluation of professional ice hockey players who are or who were Plaintiff’s in the Litigation, Unfiled Claimants or Additional Plaintiffs, at any time on behalf of any of the Persons listed in clauses (i) through (vi) of this Section, (viii) the NHL Players’ Association (“NHLPA”), (ix) for each Person referred to in clauses (i) through (viii) of this Section, inclusive, each of their respective past, present, and/or future, direct or indirect, parents, subsidiaries, divisions, affiliates, predecessors, joint ventures, joint venturers, transferees, and each of their respective past, present or future, direct or indirect, owners, partners, general or limited partners, members, shareholders, principals, directors, officers, agents, trustees, managers, employees, governors, general managers, assistant general managers, consultants, medical consultants, coaches, assistant coaches, physicians, neuropsychologists, athletic trainers, athletic therapists, advisors, attorneys, representatives, heirs, trustees, executors, estate administrators, and benefit plan managers, (x) the respective insurers of all such Persons referred to in clauses (i) through (vi) of this Section,), including all Persons insured under those respective policies, inclusive, to the extent of their capacity as the insurer of such Persons, and (xi) the successors and assigns of all such Persons referred to in clauses (i) through (x) above.
8. “Releasing Party” or “Releasing Parties” means: (i) me and (ii) any and all persons who, by reason of their relationship with or to me, could independently, derivatively or otherwise, have or could have sued the National Hockey League or any other Released

Person, or could sue them following my death but for this Release, including any and all of my respective heirs, beneficiaries, next of kin, spouse, domestic partners, executors, administrators, trustees, guardians, successors, and assigns.

9. “Reserved Claims” means: (a) any workers’ compensation claims of any kind, or (b) commercial, business, or other disputes unrelated to Alleged Injuries, Conditions, and Risks.
10. In addition to the terms defined above, all other defined terms (with initial capitalization) or symbol used throughout this Release that are not otherwise defined herein have the definitions given them in the Settlement Agreement between the National Hockey League, the NHL Board of Governors, and NHL Enterprises, Inc. (collectively, the “NHL”) on the one hand and Plaintiffs’ Counsel on the other hand, where I am either: (i) a Plaintiff named on Exhibit A and my case is listed on Exhibit B, (ii) an Unfiled Claimant named on Exhibit C, or (iii) an Additional Plaintiff named on Exhibit I, to the Settlement Agreement (“Settlement Agreement”).

Agreement with Terms of Settlement Agreement

11. I understand and agree to the terms of the Settlement Agreement and understand and agree that: (i) the terms of the Settlement Agreement govern the settlement and resolution of my Claims (as defined below) and lawsuit (if I am a Plaintiff), and (ii) I will be given the opportunity to participate in the Testing provided pursuant to the Settlement Agreement, and if qualified, obtain an additional payment from the Additional Payment Fund as provided in the Settlement Agreement and in accordance with the criteria established for such payments, and (iii) that the final decisions of the Claims Administrator under the Agreement will be binding and Non-Appealable. I acknowledge that I have been given the opportunity to review the Settlement Agreement prior to my execution of this Release and to have all my questions answered by my counsel. I understand that I may settle my Claims by this Release (and a Stipulation of Dismissal if I am a Plaintiff) and receive a Settlement Payment without participating in the optional Testing being made available under the Agreement.

Release

12. In consideration for: (i) the NHL's entering into the Settlement Agreement, (ii) the significant expenses being incurred by the National Hockey League in connection with the Settlement Agreement, and (iii) provided the Effective Date is reached, the benefits provided by the Settlement Agreement, all of which have been explained to me and which I understand, including: (a) an Individual Settlement Amount of \$22,000.00 for Settling Plaintiffs and Settling Unfiled Claimants, (b) an Individual Settlement Amount of \$22,000.00 for Settling Additional Plaintiffs that may be subject to a pro rata reduction, (c) a Settling Plaintiff Service Award of \$10,000.00 for contributions to the Litigation made by the six (6) Plaintiffs entitled to such an award under the Settlement Agreement, (d) a Plaintiff Fact Sheet Supplement of \$4,000.00 for the 138 Settling Plaintiffs who completed and submitted a Fact Sheet as required by the Court or claimant-specific interrogatory responses, (e) the right and opportunity to participate in

the Testing as defined and governed by the terms of the Settlement Agreement, and (f) if eligible as a result of the Testing, potentially to receive payment from the Additional Payment Fund in an amount not to exceed seventy-five thousand dollars (\$75,000.00) based on the Settlement Agreement and the criteria to be established by the Claims Administrator, in consultation and cooperation with Plaintiffs' Counsel, and (g) other good and valuable consideration, including the establishment of the Common Good Fund, the establishment of the Administrative Expenses Fund, and the payment of Attorneys' Fees and Costs, I hereby give and make the following releases, waivers, acknowledgements and agreements on behalf of myself and other Releasing Parties for the benefit of the Released Persons (this "Release").

13. In return for the good and valuable consideration described in Paragraph 12 above, the receipt and sufficiency of which is acknowledged, subject to the provision of Paragraph 18 below, if applicable, and excepting the Reserved Claims (the exception to which the NHL for itself and on behalf of all Released Persons expressly agrees), I, on behalf of myself and other Releasing Parties, do hereby knowingly and voluntarily **RELEASE, REMISE, WAIVE, ACQUIT and FOREVER DISCHARGE** the Released Persons and each of them from:

- (a) any and all past, present and/or future rights, remedies, actions, claims, counterclaims, demands, causes of action, suits at law or in equity, verdicts, suits of judgments, judgments and/or Liens (including any of the foregoing) for wrongful death, personal injury and/or bodily injury, sickness, disease, emotional distress and/or injury, mental or physical pain and/or suffering, emotional and/or mental harm, anguish, fear or risk of disease or injury, fear or risk of future disease or injury, fear or risk of death, loss of enjoyment of life, loss of society, loss of companionship, loss of income, loss of wages, loss of consortium, past or future medical expenses, reimbursement, future cost of insured services, past cost of insured services or any other form of injury, and including any of the foregoing for direct damages, indirect damages, consequential damages, incidental damages, medical monitoring costs, exemplary damages, punitive damages, penalties, or any other form of damages whatsoever, whether past, present or future, and whether based upon contract, breach of contract, warranty or covenant, breach of warranty or covenant, tort, negligence, failure to warn, failure to prevent, failure to diagnose, failure to treat, strict liability, gross negligence, recklessness, willful or wanton conduct, malice, oppression, conscious disregard, joint and several liability, guarantee, contribution, reimbursement, subrogation, indemnity, defect, fault, misrepresentation, fraudulent concealment, common law fraud, statutory consumer fraud, quantum meruit, breach of fiduciary duty, violation of statutes or administrative regulations and/or any other legal (including common law), statutory, equitable or other theory or right of action, whether presently known or unknown, developed or undeveloped, discovered or undiscovered, foreseen or unforeseen, matured or unmatured, accrued or not accrued, past, present or future, or now recognized by law or that may be created or recognized in the future by statute, regulation, judicial decision or in any other manner that in any way arise from, relate to, or may be in any way connected with the allegations, transactions,

facts, matters, occurrences, presentations or omissions involved or set forth in, referred to or relating to the Alleged Injuries, Conditions, and Risks and/or the Litigation (collectively "Claims"), including, without limitation, Claims:

- (i) that were, are, or could have been asserted, in the operative Second Amended Consolidated Class Action Complaint filed in the Litigation and/or the operative complaint in any underlying or related lawsuit; and/or
- (ii) arising out of, relating to, or in connection with the Alleged Injuries, Conditions, and Risks, of whatever cause and whatever kind or degree of damages (whether short-term, long-term or death) whenever arising as a result of such Alleged Injuries, Conditions, and Risks and/or the exacerbation and/or progression thereof; and/or
- (iii) arising out of relating to, or in connection with the future development, manifestation, and/or diagnosis of any Alleged Injuries, Conditions, and Risks of whatever cause and whatever kind or degree of damages (whether short-term, long-term or death) whenever arising as a result of such Alleged Injuries, Conditions, and Risks and/or the exacerbation and/or progression thereof; and/or
- (iv) arising out of relating to, or in connection with increased risk, possibility, or fear of suffering in the future from any Alleged Injuries, Conditions, and Risks,

which I and other Releasing Parties may have ever had, may now have, or at any time hereafter may have in the future against any Released Person; and/or

- (b) any and all debts, liabilities, covenants, promises, contracts, agreements and/or obligations of whatever kind, nature, description or basis, whether fixed, contingent or otherwise, whether presently known or unknown, developed or undeveloped, discovered or undiscovered, foreseen or unforeseen, matured or unmatured, or accrued or not accrued, which in any way arise from, relate to, or may be in any way connected with Alleged Injuries, Conditions, and Risks, and/or with any injury, losses, or damages ever claimed, or may at any time in the future claim, to have been caused, in whole or in part, by Alleged Injuries, Conditions, and Risks (collectively subpart (b) are "Liabilities"), which any Released Person may have ever had, may now have or at any time hereafter may have to me or other Releasing Parties, as may be modified below.

These Claims and Liabilities are the "Released Claims and Liabilities." This Release is irrevocable upon its execution and delivery to the Claims Administrator for the benefit of the NHL, but if the Effective Date of the Settlement Agreement is not reached, this Release will be null and void *nunc pro tunc* and returned to me.

14. Subject to the provisions of Paragraph 18, this Release is expressly intended to include and does include any and all Released Claims and Liabilities that Releasing Parties may

now or hereafter have, acquire or assert against Released Persons arising by virtue of any common law and/or statutory claim for loss of consortium, loss of society, loss of companionship, loss of services and/or for wrongful death, or any amendments thereto or interpretations thereof

15. I, on behalf of my estate and other Releasing Parties, release, waive, and give up any and all right to and claim of liability against Released Persons, pecuniary loss, injury or damage as defined under the applicable wrongful death statute, which might accrue to my estate or other Releasing Party by virtue of death, if such claims arise in any way from, are related to, or are in connection with the Released Claims and Liabilities. I, on behalf of myself and other Releasing Parties, acknowledge receipt of fair, just and adequate consideration for any Claims for any future wrongful death claim arising from or relating to the Released Claims and Liabilities. It is expressly understood and agreed by me on behalf of myself and other Releasing Parties that a substantial reason and consideration of the NHL in forbearing from any further steps in defending this Claim in the Litigation and in agreeing to the Settlement Agreement is the settlement, Release, waiver, and elimination at this time of any and all Claims that Releasing Parties or others have now or in the future might have, absent this Release, for wrongful death arising from, related to, or in connection with any Released Claims and Liabilities.
16. I, on behalf of myself and other Releasing Parties, specifically agree and undertake to indemnify and hold Released Persons harmless from and against any future wrongful death or survival claims arising from, related to, or in connection with the Released Claims and Liabilities that may be brought by any Releasing Party, and such indemnification and hold harmless agreement includes the payment of all reasonable costs and expenses of investigation, defense, settlement, attorneys' fees, judgments, court costs and all other costs and expenses of defending any such claim or other Claim or Liability for wrongful death.
17. To the extent I elect to participate in the Testing, I, on behalf of myself and other Releasing Parties, also release, waive, and give up any and all right to and claim of liability against Released Persons for any events, acts or omissions, arising out of, relating to, or in connection with: (i) the scheduling and performance of the Testing, (ii) the scope of the Testing, (iii) the Standardized Test Reports, (iv) basic blood work, if any, (v) qualifying referred neurologist examinations, if any, (vi) travel costs and expenses, except as expressly set forth in the Settlement Agreement, (vii) the Additional Payment Fund, (viii) any payments awarded or not awarded from the Additional Payment Fund, and/or (ix) any benefits, services, procedures or tests obtained from, or reimbursed in whole or in part by, the use of payments disbursed from the Additional Payment Fund.
18. Notwithstanding any provision to the contrary above, to the extent that I (and/or other Releasing Parties) have rights to any retirement pension or disability benefits pursuant to a collective bargaining agreement with the National Hockey League or any of its Member Clubs that I (and/or other Releasing Parties) currently receive or may be entitled to in the future, this Release does not impact, change, or release those benefits. In addition, if the National Hockey League negotiates any further pension or disability benefits that are retroactive to previously retired players, this Release will not release any right to claim

such benefits. However, for clarity, should the National Hockey League collectively bargain and agree to new or additional pension or disability benefits applicable only to current National Hockey League players and future National Hockey League player retirees, I (and other Releasing Parties) will not be entitled to such benefits.

19. For clarity, this Release does not waive, remise, acquit, discharge, or release the Reserved Claims, although this express exception of the Reserved Claims from the Released Claims and Liabilities is without prejudice and does not waive or limit any available defenses, positions, or arguments of the NHL or any Released Persons in connection with such Reserved Claims.
20. I, on behalf of myself and other Releasing Parties, acknowledge that I (and other Releasing Parties) may in the future learn of additional or different facts as they relate to the Released Claims and Liabilities, the Released Persons' activities, and/or any injury I (and other Releasing Parties) have ever claimed, or may at any time in the future claim, was caused, in whole or in part, by Released Persons. I, on behalf of myself and other Releasing Parties, understand and acknowledge the significance and consequences of releasing all of the Released Claims and Liabilities and hereby (on my own behalf and on behalf of any other Releasing Party) assume full risk and responsibility for any and all such additional and/or different facts and any and all Released Claims and Liabilities that I (and other Releasing Parties) may incur or discover in the future. To the extent that any law, statute, ordinance, rule, regulation, case, court order, judicial process or other legal provision or authority (each a "Law"), including, but not limited to, the provisions of Section 1542 of the California Civil Code, may at any time purport to preserve my and/or any other Releasing Party's right to hereinafter assert any such unknown and/or unanticipated Claims and/or Liabilities, I, on behalf of myself and other Releasing Parties, hereby specifically waive and relinquish (to the fullest extent permitted by law) the provisions, rights and benefits of these laws, including without limitation §1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

21. I, on behalf of myself and other Releasing Parties, also hereby expressly waive and finally and forever settle and release any and all Released Claims and Liabilities that I, and any other Releasing Party, may have against Released Persons under § 17200, et seq., of the California Business and Professions Code or by any law of the United States or of any state or territory of the United States or other country, province or jurisdiction, or principle of common law, which is similar, comparable or equivalent to such provisions.
22. I, on behalf of myself and other Releasing Parties, acknowledge and agree that, upon the execution and delivery of this Release to the Claims Administrator for the benefit of the NHL, the releases set forth in this Release are irrevocable by me, but if the Settlement Agreement is terminated, the releases set forth in this Release will be null and void *nunc*

pro tunc and this Release will be returned to me. If the Effective Date is reached, the provisions of this Release are unconditional, inure to the benefit of each Released Person, and are intended to have the effect that Released Persons shall never be called upon to pay any further sums or expenses, including compensatory or other damages of any kind whatsoever, or be liable, directly or indirectly, to any of the Releasing Parties for the Released Claims and Liabilities, or to any Person seeking contribution and/or indemnity from the Released Persons arising from, relating to, or on connection with, the Released Claims and Liabilities.

- 23. WITHOUT LIMITING THE FOREGOING, THIS RELEASE IS SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED, CHARGED OR PROVED THAT SOME OR ALL OF THE RELEASED CLAIMS AND LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, NEGLIGENCE PER SE, STRICT LIABILITY, GROSS NEGLIGENCE, BREACH OF WARRANTY, VIOLATION OF LAW, CONSCIOUS DISREGARD, FRAUD, FRAUDULENT CONCEALMENT, OPPRESSION, MISREPRESENTATION, MALICE, AND/OR CONDUCT OF ANY TYPE (INCLUDING, BUT NOT LIMITED TO, WILLFUL, WANTON, OR INTENTIONAL CONDUCT) BY ONE OR MORE RELEASED PERSON AND/OR ANY OTHER PERSON. THIS RELEASE IS SPECIFICALLY INTENDED TO AND DOES INCLUDE, BUT IS NOT LIMITED TO, A RELEASE OF, AND COVENANT NOT TO SUE FOR, DAMAGES OF ANY KIND, OR FOR A WRONGFUL DEATH CLAIM THAT MAY BE BROUGHT AT ANY TIME BY OR ON BEHALF OF ANY OF THE RELEASING PARTIES IN CONNECTION WITH ANY OF THE FACTS, EVENTS AND/OR INCIDENTS, THAT GAVE RISE TO ANY OF THE RELEASED CLAIMS AND LIABILITIES.**

Covenant Not To Sue

- 24.** I, on behalf of myself and other Releasing Parties, also hereby expressly covenant and agree: (i) not to, directly or indirectly, commence, file, initiate, institute, prosecute, maintain, support, or consent to any action or proceedings against any of the Released Persons in any way arising from, related to, or in connection with the Released Claims and Liabilities, and (ii) not to be a recipient or beneficiary, directly or indirectly, of any financial or other benefit relating to any such action or proceeding, in any jurisdiction in the United States and Canada, other than as set forth in this Agreement. I, on behalf of myself and other Releasing Parties, further agree and covenant that I will not take any legal or other action to initiate, pursue or maintain a claim against the Claims Administrator, the Lien Administrator, Testing Administrator, the NHL or other Released Persons or any other Person, or any employee, agent or representative of the Claims Administrator, Lien Administrator, or Testing Administrator, arising out of, relating to, or in connection with: (i) the Testing, including but not limited to the Testing and its scope, Standardized Test Reports, basic blood work, if any, qualifying referred neurologist examinations, if any, travel costs and expenses, except as expressly set forth in the Settlement Agreement, (ii) the Additional Payment Fund, (iii) any payments awarded or not awarded from the Additional Payment Fund, (iv) the resolution of Liens, and/or (v) any benefits, services, procedures or tests obtained from, or reimbursed in whole or in part by, the use of payments disbursed from the Additional Payment Fund, except for

future medical malpractice by a medical professional or for willful misconduct by that other Person who is not a Released Person.

Attorneys' Fees and Costs

25. I acknowledge and understand that, as provided for in the Settlement Agreement, the National Hockey League is paying the Settling Plaintiffs' Attorneys' Fees and Costs in the aggregate amount of Six Million Nine Hundred Fifty Thousand Dollars (\$6,950,000.00), which payment will be in lieu of, and in full satisfaction of, any payments that may be or become due by me under any fee and cost payment provisions of any retention agreements between myself and my Counsel because my Counsel has agreed to relieve me of any fee and cost payment provisions in any such retention agreement. I also understand that neither the National Hockey League nor any other Released Person shall have any further obligation or liability to pay attorneys' fees and costs incurred in connection with my Released Claims and Liabilities.
26. It is further agreed and understood that if I am a Plaintiff in the Litigation, upon my execution of this Release, a Stipulation of Dismissal With Prejudice of the pending Claims brought by me or on my behalf as described above shall be provided to the NHL with my consent and at my direction and shall be filed in the Court if the Effective Date is reached, thereby concluding my Claims and lawsuit with prejudice in accordance with the terms of the Settlement Agreement.

Protected Information, Liens, and Other Third-Party Payors

27. I authorize and consent to the Claims Administrator's, Lien Administrator's, and any Released Person's possession and use of any personal or protected information (e.g., social security number, date of birth, protected health or medical information under federal, state, provincial, territory, or other law of any jurisdiction) in connection with any Settlement Payment (including providing such information to the Claims Administrator, Lien Administrator, Escrow Agent, counsel to the Parties, third-party administrator of the Additional Payment Fund, if applicable, the Testing Administrator, if applicable, or any of their agents, employees, or insurers). I further agree to execute any required authorization forms necessary to comply with this Release and any other terms of the Settlement Agreement.
28. I agree to indicate on this Release if I am or ever was enrolled in Medicare, Medicaid, or other Governmental Authority health care program. I also agree to cooperate fully with the NHL, Plaintiffs' Counsel, the Claims Administrator, and the Lien's Administrator and their respective counsel and agents, by executing any and all documents and providing such additional information as may be requested and/or required by or on behalf of the NHL to comply with any reporting or compliance requirements, such as Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 or those of any other Governmental Authority. I, on behalf of myself and other Releasing Parties, also expressly release and waive any private cause of action I or any other Releasing Party may have against Released Persons under 42 U.S.C. 1395y(b)(3)(A) arising from, relating to, or in connection with the availability of future Medicare-covered expenses. I,

on behalf of myself and other Releasing Parties, confirm that I have met and/or will meet any requirements of any Governmental Authority in relation to a Lien to disclose the Litigation and my Settlement Payment and I have obtained and/or will obtain any required approvals from the Governmental Authority in relation to a Lien arising from, related to, or in connection with the Litigation and my Settlement Payment.

29. I understand and acknowledge that I am solely responsible for any Liens (as defined below). I represent, warrant and agree that I will instruct my Counsel to hold in escrow from any Settlement Payment and not disburse to me funds sufficient to resolve any such Liens or encumbrances. Furthermore, I agree that I will discharge any or all such Liens or encumbrances for which I am responsible for their resolution, including any obligation to reimburse Medicare, Medicaid, or other Governmental Authority health care program. I also understand and acknowledge that any Settlement Payment will be made, in part, in reliance upon the terms of this Paragraph 29.
30. In addition to and without limitation of the foregoing, I, on behalf of myself and other Releasing Parties, hereby agree, jointly and severally, to indemnify and hold harmless the Released Persons from and against any and all damages, losses, costs (including, but not limited to, court costs), expenses (including legal fees and expenses), fines, penalties or Liabilities incurred or suffered by, or imposed on, any Released Person in connection with, arising out of or resulting from any Claim made or asserted at any time against any Released Person with respect to any Settlement Payments made to me (or the right to receive any such Settlement Payments) by any Person at any time holding or asserting any Lien, including all claims, charges, taxes, or penalties and demands that may be made by a Governmental Authority in Canada, requiring me to pay income tax under the Income Tax Act (Canada).

Nature of Settlement Payments

31. I also hereby state and acknowledge, as agreed to by the Parties, that all Settlement Payments made, or other benefits provided pursuant to the Settlement Agreement constitute (i) a recovery on account of personal injuries or physical injuries or physical sickness within the meaning of Section 104 of the Internal Revenue Code of 1986, as amended, or (ii) if the Internal Revenue Code does not apply to me, it is intended to constitute a non-taxable payment of general damages for personal injury, and no portion of the payments or benefits received represent punitive or exemplary damages, nor prejudgment or post judgment interest, nor non-physical injuries. I hereby waive and dismiss with prejudice any and all present or future claims for punitive or exemplary damages and waive any and all future claims for punitive or exemplary damages.

Indemnification for Released Claims and Liabilities; Contribution and Indemnify Claims Extinguished

32. I, on behalf of myself and other Releasing Parties, hereby agree to INDEMNIFY and HOLD HARMLESS each Released Person from and against the following: (i) any and all Claims that may be asserted, made or maintained at any time by, on behalf of or for the benefit of any Releasing Party, or someone claiming by, through or under any

Releasing Party, against any Released Person, in any way arising from, relating to, or in connection with, in whole or in part, the Released Claims and Liabilities; (ii) any and all damages, losses, costs (including, but not limited to, court costs), expenses (including, but not limited to, legal fees and expenses) and/or Liabilities incurred or suffered by, or imposed on, any Released Person arising from, relating to, or in connection with any Claim described in clause (i) of this sentence (including, but not limited to, any amount paid or to be paid in satisfaction of any such Claim) and/or, without limitation of the foregoing, any breach by me, my representatives or Counsel of any of the terms of this Release; and (iii) any and all Claims made or asserted (prior to, on or after the date of this Release), including claims for contribution and/or indemnity, by any other person or entity against any Released Person in any way arising from, relating to, or in connection with, in whole or in part, the Released Claims and Liabilities that are released herein.

33. Further, to the extent necessary under law to give effect to the preceding Paragraph 32 above and/or to extinguish claims for contribution and/or indemnity against any Released Person for the Released Claims and Liabilities, or to satisfy such indemnity obligation that arises due to a contribution or indemnity claim by a third party, I, on behalf of myself and other Releasing Parties, further agree (i) to reduce any judgment Releasing Parties might recover against any Person other than a Released Person by release and discharge in an amount, fraction, portion, or percentage necessary under applicable state or federal law to bar, eliminate, or satisfy claims against the Released Persons for contribution and/or indemnity to the fullest extent permitted by applicable state or federal law arising from any Claims or Liabilities hereby released, including any amount re-allocated by applicable state or federal statute or common law to Released Persons resulting from uncollectibility and/or insolvency of other Persons determined to be at fault, as well as (ii) to indemnify and hold harmless any Released Persons in accordance with the preceding Paragraph 32 above as may still be necessary after having performed clause (i) above of this Paragraph 33. Releasing Parties shall execute any additional documentation that may be required under applicable federal, state, provincial, or territorial law of any jurisdiction in order to give effect to this provision.

Confidentiality

34. Releasing Parties and Released Persons recognize that all have an interest in maintaining the confidentiality of the amount of any individual Settlement Payment. Neither Releasing Parties nor Released Persons wish to publicize the amount of individual Settlement Payments. Therefore, it is agreed that Releasing Parties or their Counsel will not publicize or disseminate, or cause to be publicized or disseminated, the amount of any Settlement Payment except as is necessary for disclosure to family members, tax and estate planning, insurance coverage, Lien resolution, and/or normal reporting business purposes, or as may be required in connection with court proceedings or as otherwise required by law or judicial process or ethical obligations. This agreement of confidentiality extends to all Releasing Parties and Released Parties, their heirs, family members, attorneys, agents and representatives and, specifically bars, but is not limited to, disclosure or publication in any medium, including without limitation, radio, television, newspaper, magazines, internet and/or social media. Released Persons and

Releasing Parties expressly have agreed that each other's reciprocal confidentiality covenant is the sole consideration given in exchange for that of the other, and that the parties specifically have in mind that no part of the settlement consideration is paid or given for this reciprocal agreement to keep the amount of individual Settlement Payments confidential. If this covenant of confidentiality is breached, the party in breach will be legally liable for any harm and loss that are proximately caused by the breach. Nothing herein confers confidentiality to the otherwise public nature of the gross settlement amounts and settlement terms of the Settlement Agreement or the Testing, but the confidentiality herein applies to any Settlement Payment specifically issued to me. I further agree that to the extent information covered by this confidentiality provision is subpoenaed or disclosure is required by court order, I or my counsel will immediately inform the NHL via the notice provisions of the Settlement Agreement.

Acknowledgement of Comprehension and Informed Consent

35. I, ON BEHALF OF MYSELF AND OTHER RELEASING PARTIES, AM ENTERING INTO THIS RELEASE FREELY AND VOLUNTARILY, WITHOUT BEING INDUCED, PRESSURED OR INFLUENCED BY, AND WITHOUT RELYING ON ANY REPRESENTATION OR OTHER STATEMENT MADE BY OR ON BEHALF OF, THE **NHL** OR ANY OTHER PERSON. I UNDERSTAND, ACKNOWLEDGE AND ACCEPT: (i) THE NATURE AND POTENTIAL FUTURE IMPACT OF THE ALLEGED INJURIES, CONDITIONS, AND RISKS, (ii) THE RISK AND EXPENSE OF CONTINUED LITIGATION WITHOUT ANY GUARANTEED OUTCOME, AND (iii) THE NATURE, VALUE AND SUFFICIENCY OF THE CONSIDERATION DESCRIBED IN THIS RELEASE PURSUANT TO THE SETTLEMENT AGREEMENT. I ACKNOWLEDGE THAT I HAVE BEEN PROVIDED THE OPPORTUNITY TO REVIEW THE AGREEMENT AND HAVE READ THIS RELEASE, AND I HAVE HAD AN OPPORTUNITY TO OBTAIN ADVICE FROM, AND ASK QUESTIONS OF, COUNSEL OF MY CHOOSING REGARDING THE TERMS AND LEGAL EFFECT OF THE AGREEMENT AND THIS RELEASE AND MY DECISION TO PARTICIPATE IN THE SETTLEMENT AGREEMENT AND PROVIDE THIS RELEASE, AND THAT COUNSEL ANSWERED MY QUESTIONS.
36. I FURTHER ACKNOWLEDGE THAT I HAVE BEEN INFORMED OF ALL THE MATTERS REFERENCED IN THIS RELEASE, INCLUDING PARAGRAPHS **35-38**, BY MY COUNSEL WHO IS EXECUTING A "CERTIFICATION OF COUNSEL" ATTACHED TO THIS RELEASE, INCLUDING, WITHOUT LIMITATION: (i) THE AVAILABLE TESTING AND POSSIBLE QUALIFYING REFERRED NEUROLOGIST EXAMINATION AND BASIC BLOOD WORK, IF ANY, FOR MY OWN BENEFIT AND THE COST FOR WHICH WILL BE PAID BY THE NATIONAL HOCKEY LEAGUE SEPARATE FROM THE SETTLEMENT AMOUNT AS SET FORTH IN THE SETTLEMENT AGREEMENT, (ii) THE POSSIBLE OPPORTUNITY TO APPLY FOR A PAYMENT FROM THE ADDITIONAL PAYMENT FUND, IF I QUALIFY UNDER THE TERMS OF THE SETTLEMENT AGREEMENT AND THE CRITERIA TO BE DEVELOPED BY THE CLAIMS ADMINISTRATOR IN CONSULTATION AND COOPERATION WITH CO-LEAD PLAINTIFFS COUNSEL, AND (iii) THE AGGREGATE PORTION OF THE SETTLEMENT AMOUNT FROM WHICH PAYMENTS WILL BE MADE FOR SETTLEMENT PAYMENTS, INCLUDING PLAINTIFF FACT SHEET SUPPLEMENTS, SETTLING PLAINTIFFS SERVICE AWARDS, PAYMENTS FROM THE ADDITIONAL PAYMENT FUND, THE ADMINISTRATIVE EXPENSES, AND

AGGREGATE SETTLING PLAINTIFFS' ATTORNEYS' FEES AND COSTS, AND THAT COUNSEL ANSWERED ANY QUESTIONS I ASKED.

37. I FURTHER UNDERSTAND THAT ANY AMOUNTS PAID TO ME WILL BE PAID SUBJECT TO THE PROVISIONS OF THE SETTLEMENT AGREEMENT AND THIS RELEASE, INCLUDING THE PROVISION ON LIENS. THIS FACT SHALL IN NO WAY AFFECT THE VALIDITY OR EFFECT OF THIS RELEASE OR ANY STIPULATION OF DISMISSAL WITH PREJUDICE PROVIDED BY ME OR ON MY BEHALF.
38. I ALSO ACKNOWLEDGE AND ACCEPT THAT THE SETTLEMENT AGREEMENT IS TO RESOLVE THE CLAIMS OF NUMEROUS CLAIMANTS AND THAT THE SETTLEMENT PAYMENTS TO ME MAY BE FOR A SUM DIFFERENT THAN SETTLEMENT PAYMENTS TO OTHER PLAINTIFFS, UNFILED CLAIMANTS OR ADDITIONAL PLAINTIFFS, IF ANY. I ALSO ACCEPT AND AGREE TO THE TERMS OF THE SETTLEMENT AGREEMENT THAT ESTABLISHES THE PORTIONS OF THE SETTLEMENT AMOUNT AVAILABLE TO PAY SETTLEMENT PAYMENTS, THE AGGREGATE EXPENSES OF THE CLAIMS ADMINISTRATOR, LIEN ADMINISTRATOR AND OTHER ADMINISTRATIVE EXPENSES, AND THE AGGREGATE SETTLING PLAINTIFFS' COUNSELS' FEES AND COSTS.

Waiver of Certain Provisions Regarding Timing of Any Payments

39. If the jurisdiction whose laws are applicable to my case enacted, promulgated or otherwise adopted any law or rule containing provisions that establish specific time periods within which funds, if any, must be paid to me in connection with the release of such claims and dismissal of such civil action (including, but not limited to, Pennsylvania Rule of Civil Procedure 229.1), I hereby (i) specifically and expressly waive (to the fullest extent permitted by applicable law) my rights under any such provisions, and (ii) agree that any Settlement Payments shall be made solely in accordance with the terms and conditions of the Settlement Agreement.

Submission to Authority of Claims Administrator and Others

40. I, on behalf of myself and other Releasing Parties, irrevocably agree, upon the Effective Date, to be bound by the decisions of Retired Magistrate Judge Jeffrey Keyes and the private neutral Claims Administrator and Lien Administrator to whose authority under the Settlement Agreement I, and other Releasing Parties, voluntarily submit and agree in connection with any Settling Plaintiff Service Awards, payments from the Additional Payment Fund, or other issues under the Settlement Agreement. I, on behalf of myself and other Releasing Parties, consent and agree that the Claims Administrator's, Lien Administrator's and Judge Keyes' final decisions regarding any issues under the Settlement Agreement are binding and Non-Appealable as provided under the Agreement and all rights to review or appeal (judicial or otherwise) are waived by me and other Releasing Parties.

No Admission of Fault

41. I, on behalf of myself and other Releasing Parties, understand and agree that NHL has entered into the Agreement solely by way of compromise and resolution. The Agreement, and this Release, and any Settlement Payments are not, and shall not be construed at any time to be, an admission of any fact or of liability, responsibility or fault of or by the National Hockey League or any other Released Person. This Release or any of its terms may not be admitted into evidence in any current or future proceeding, except to enforce its terms.

Representations and Warranties

42. I, on behalf of myself and other Releasing Parties, hereby represent and warrant that I, and other Releasing Parties, have full power, authority and capacity to enter into this Release on behalf of myself and other Releasing Parties, which is enforceable in accordance with its terms. Except as set forth with respect to any Liens, I have the sole right to receive any Settlement Payments. Neither I nor other Releasing Parties has sold, assigned, transferred or otherwise disposed of or pledged or otherwise encumbered, any of the Released Claims and Liabilities in whole or in part.
43. I, on behalf of myself and other Releasing Parties, further specifically warrant and represent that to the extent any bankruptcy action is pending, I will take all necessary actions to notify any appropriate Bankruptcy Court of this Plaintiff Release and Settlement Payments and will fulfill all obligations to said Bankruptcy Court. I, on behalf of myself and other Releasing Parties, further agree to indemnify, defend, and hold harmless the Released Persons from any loss, claim, expense, demand, or cause of action of any kind or character, including costs and attorney's fees that result from the failure, if any, of me to fulfill my obligations to said Bankruptcy Court. In any Bankruptcy proceedings regarding this Release, Releasing Parties will seek to maintain the confidentiality of any information subject to the confidentiality provisions of this Release. Upon request, I further agree that I will provide written confirmation that I fulfilled said Bankruptcy Court obligations. I, on behalf of myself and other Releasing Parties, acknowledge that NHL entered into the Settlement Agreement in reliance upon the representations and warranties made in this Release.

Governing Law

44. This Release shall be governed by and construed in accordance with the substantive law of the State of New York, without regard to any choice-of-law rules or principles that would require the application of the law of another jurisdiction.

Severability

45. I, on behalf of myself and other Releasing Parties, agree that if any provision of this Release is adjudicated to be invalid, illegal or unenforceable in any jurisdiction, the relevant provision shall be deemed modified to the extent necessary to make it enforceable in such jurisdiction and, if it cannot be so modified, this Release shall be

deemed amended to delete the invalid or unenforceable provision, and this Release shall be in full force and effect as so modified. Any such modification or amendment shall apply only to the operation of this Release in the particular jurisdiction in which such adjudication was made and shall not affect such provision in any other jurisdiction. To the fullest extent permitted by applicable Law, I hereby (on my own behalf and on behalf of each other Releasing Party) specifically and expressly waive any provision of Law that renders any provision of this Release invalid, illegal or unenforceable in any respect.

Legal Representatives

46. If I am signing this Release as a legal representative of a person or an estate of such person, then (i) all references in this Release to my injury or allegations shall also mean the injury or allegations of such allegedly injured person or decedent, (ii) all references in this Release to any person claiming by, through or under, or in relation to, me shall also mean any person claiming by, through or under, or in relation to such allegedly injured person or decedent, and all references to me shall also mean such allegedly injured person or decedent as the context so requires, (iii) if such allegedly injured person or alleged decedent is not deceased, he or she shall also be a Releasing Party, (iv) if such allegedly injured person or decedent is deceased, I am executing this Release both individually and on behalf of the estate of such allegedly injured person or decedent, and (v) prior to the submission of this Release, I have or will obtain judicial approval of this Release at my own expense, to the extent required under applicable law. Evidence of my being the authorized legal representative shall be included with the executed release.

Miscellaneous

47. Where the context so requires, terms used in the singular in this Release shall be deemed to include the plural and vice versa.

Certification of Medicare Status

48. (If a U.S. resident) Have you ever been enrolled in Medicare, Medicaid, or other Governmental Authority health care program now or in the past? **[Check one]**

Yes: ☐ No: ☐

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, I (we) have executed this Release and Covenant Not to Sue effective as of the date set forth under my name below:

SIGNATURE BY RELEASING PARTY ¹	
Signature of Releasing Party:	
Printed Named:	
Social Security No.	
Date of Birth:	
Date of Signature:	<div style="text-align: center;"> ____ / ____ / ____ (month) (day) (year) </div>

SIGNATURE BY RELEASING SPOUSE OF RELEASING PARTY	
Signature of Spouse of Releasing Party:	
Printed Named:	
Social Security No.	
Date of Birth:	
Date of Signature:	<div style="text-align: center;"> ____ / ____ / ____ (month) (day) (year) </div>

¹ [INSTRUCTION: The Release must be executed with the Personal Signature of the Releasing Party and it is preferred that its execution should be notarized. If the Release is not notarized, it must be witnessed by an unrelated third-party adult. If the Releasing Party is married and a resident of California, the Release must also be agreed to and executed by the Spouse of the Releasing Party]

NOTARIZATION (Preferid)		
BEFORE ME, the undersigned authority, the Person(s) known to be the Releasing Party (ies) named above personally appeared before me on the Signature Date shown and acknowledged under oath to my satisfaction that he/she has signed, sealed and delivered this document as his or her act and deed for the purposes therein expressed and in the capacity therein expressed.		
State/County or Territory of Release Execution		
Signature by Notary:		
Notary Public in and for the State or Jurisdiction of:		
Date Notary Commission Expires:	<div style="display: flex; align-items: center;"> <div style="border-bottom: 1px solid black; width: 40px; text-align: center;">/</div> <div style="border-bottom: 1px solid black; width: 40px; text-align: center;">/</div> <div style="border-bottom: 1px solid black; width: 40px; text-align: center;">/</div> </div> <div style="display: flex; justify-content: space-around; font-size: small;"> (month) (day) (year) </div>	Notary: _____ Check here if your Notary Commission has no expiration date under the law of your jurisdiction.
Place Notary Seal or Stamp in this Space:		
	Notary: _____ Check here if your jurisdiction does not require a seal or stamp.	

WITNESSED BY UNRELATED THIRD-PARTY ADULT (Required if not Notarized)

SIGNATURE OF PERSON WITNESSING EXECUTION BY RELEASING PARTY	
Signature of Unrelated Witness:	
Printed Named:	
Address:	
Date of Signature:	<div style="display: flex; align-items: center;"> <div style="border-bottom: 1px solid black; width: 40px; text-align: center;">/</div> <div style="border-bottom: 1px solid black; width: 40px; text-align: center;">/</div> <div style="border-bottom: 1px solid black; width: 40px; text-align: center;">/</div> </div> <div style="display: flex; justify-content: space-around; font-size: small;"> (month) (day) (year) </div>

CERTIFICATION OF COUNSEL ON EXECUTION BY RELEASING PARTY

I, _____, hereby represent and declare that _____ ("Releasing Party") is currently represented by the undersigned Counsel. I have provided Releasing Party with a copy of the Release to which this Certification of Counsel is attached and have made available to Releasing Party a copy of the Settlement Agreement referred to in the Release (with all exhibits). I answered any and all questions Releasing Party asked. I hereby certify that Releasing Party has had a full opportunity to read, understand, and inquire of counsel about the terms and conditions of the foregoing documents. I further agree to the "Confidentiality" section and my obligations as Counsel as set forth in this Release.

**BY COUNSEL FOR RELEASING
PARTY:**

By: _____
Name:
Firm:

Dated: _____

CERTIFICATION OF COUNSEL AGREEING TO THE SETTLEMENT AGREEMENT²

I, _____, hereby represent and declare that _____ ("Releasing Party") is currently represented by the undersigned Counsel. I have not signed the Settlement Agreement dated as of October 2018 ("Settlement Agreement") or previously signed a Certification of Counsel Agreeing To The Settlement Agreement in connection with another Settling Plaintiff but do hereby agree to be bound to: (i) the terms of the Settlement Agreement that apply to the terms "Plaintiffs' Counsel" and "Settling Plaintiffs' Counsel" as if I had executed the Settlement Agreement, and (ii) the "Confidentiality" section and my obligations as Counsel as set forth in this Release.

**BY COUNSEL FOR RELEASING
PARTY:**

By: _____
Name:
Firm:

Dated: _____

² To be signed by Counsel for a Settling Person who has not executed the Settlement Agreement and has not previously signed a Certification of Counsel Agreeing to the Settlement Agreement.